



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

legal. *Trist v. Child*, 21 Wall. (U. S.) 441; *Rhodes v. City of Tacoma*, 97 Wash. 341; 166 Pac. 647; *Kaufman v. Catzen*, 94 S. E. 388 (W. Va.). Contracts directly or indirectly interfering with the administration of justice are also against public policy. *Holsberry v. Clark*, 242 Fed. 831; *Ives v. Cullton*, 197 S. W. 619 (Tex. Civ. App.). However, the paramount public policy is to enforce contracts as made. Accordingly the courts hesitate to declare contracts invalid. Cf. *Cherry v. City State Bank*, 159 Pac. 253 (Okla.); *Stuart v. Greenbrier County*, 16 W. Va. 95. Especially is this true of contracts alleged to be in unreasonable restraint of trade. Cf. *Ford Motor Co. v. Boone*, 244 Fed. 335 (1917). But where the purpose or necessary effect of a contract is to corrupt government, or clearly to embarrass the activities of the state in war or peace, it would seem from the above examples to be unenforceable as against public policy. Although unique in its facts, the principal case clearly comes within this principle.

CONTRIBUTORY NEGLIGENCE — DEGREE OF CARE REQUIRED OF CHILDREN — EVIDENCE OF PERSONAL ABILITY. — Children found dynamite caps in a locker of a steam shovel on the railroad's right of way in a lonesome place in the woods. While the plaintiff, a thirteen-year-old boy, was hammering a cap it exploded and he was injured. *Held*, on the question of contributory negligence, evidence of his scholarship and knowledge of right and wrong was admissible. *Farrand v. Houston & T. C. R. Co.*, 205 S. W. 905 (Tex.).

A landowner owes no duty to an unperceived, unanticipated trespasser, which was the status of the plaintiff in the present case. *Wilmes v. Chicago Gt. Western Ry. Co.*, 175 Iowa, 101, 156 N. W. 877; *Pastorello v. Stone*, 89 Conn. 286, 93 Atl. 529. Moreover, this case is not within the attractive nuisance theory because the alleged attractive machinery, the steam shovel, located in a secluded place, did not cause the injury. *McDermott v. Burke*, 170 Ill. App. 415, 100 N. E. 168. And see *O'Connor v. Brucker*, 117 Ga. 451, 453, 43 S. E. 731, 732. Aside from the attractive nuisance theory, American courts establish a minimum age as to capacity for contributory negligence; or follow the Roman theory of a conclusive presumption of incapacity for contributory negligence below seven years, and a tentative presumption from seven years to fourteen; or else the courts decide each case on its merits. *Casper v. Geck*, 185 Ill. App. 155; *Chicago, Rock Island, & Pacific Ry. Co. v. Wright*, 161 Pac. 1070 (Okla.); *Thomas v. Oregon Short Line R. Co.*, 47 Utah, 394, 154 Pac. 777. While logically a child *sui juris* should be held to the degree of care of the ordinary reasonable child of its age, the growing tendency is to consider the abilities and experience of each child in determining the degree of care required of him. *Illinois Iron & Metal Co. v. Weber*, 196 Ill. 526, 63 N. E. 1008. In admitting evidence of the plaintiff's scholarship and knowledge of right and wrong the court follows this tendency.

CORPORATIONS — STOCKHOLDERS: INDIVIDUAL LIABILITY TO CORPORATION AND CREDITORS — EFFECT OF OWNERSHIP OF ENTIRE STOCK BY ANOTHER CORPORATION — SUBSIDIARY CORPORATIONS AS AGENTS. — A railway company owned the entire stock in a coal company. Of necessity the whole output of the coal company was shipped over said railway company's lines, and there were various contracts relating thereto. A mortgage on the coal company's property was foreclosed and a deficiency judgment rendered. Holders of the bonds, secured by the mortgage, set up this judgment as a claim against the railway company. *Held*, that the railway company is not liable. *New York Trust Co. v. Carpenter*, 250 Fed. 668 (C. C. A., 6th Circuit).

For a discussion of this case, see NOTES, page 424.

CRIMINAL LAW — ATTEMPTS — THE ESPIONAGE CASES. — The postmaster of the city of New York, under Title 12, Section 1 of the Espionage Act of

June 15, 1917, excluded the plaintiff's publication from the mails on the grounds that such publication was in violation of Title 1, Section 3 of the same act. Plaintiff sought an injunction. *Held*, refused. *The Masses Pub. Co. v. Patten*, 246 Fed. 24 (C. C. A., 2d Circuit).

For a discussion of the principles involved, see NOTES, page 417.

DAMAGES — BREACH OF CONTRACT — LOSS OF PUBLICITY. — The plaintiff was an artist of rising renown, and had entered into a four-year contract with the defendant, the conductor of a well-known London music hall. There was no express term assuring the plaintiff opportunity to perform. But other clauses provided that the artist should not, for specified periods, perform at any other place of amusement within a specified radius of the music hall, etc. Defendant repudiated the contract during the first year of its intended duration, and the plaintiff sues for loss of salary and loss of publicity. *Held*, damages for loss of publicity are too remote to be recoverable. *Tuppin v. Victoria Palace, Limited*, [1918] 2 K. B. 539.

For breach of contract damages are either those naturally resultant, or what might reasonably be supposed to have been in the contemplation of both parties, at the time they contracted, as the probable result of the breach of it. *Hadley v. Baxendale*, 9 Exch. 341. But express terms are not necessary. *Marzetti v. Williams*, 1 B. & A. 415, 423. A contemplated term of contract is often inadvertently omitted where the happening of the event is unlikely, or where the term does not favor the party drawing up the contract. In saying that the contract is a good business arrangement without such contemplated term, the court fails to appreciate the importance of the contemplation of the parties. The peculiar value of publicity to a rising artist of such an engagement, in a city known as the key to artistic fame, is beyond question. Moreover, the articles of contract contemplate action, not inaction. Though perfectly possible for a contract to contemplate a "pinch hitter" or an "understudy" whose services are to be solely within the discretion of the employer, the principal case warrants a contrary decision. The exact point raised in the principal case was essential to the decision of a case of recognized authority and therein the peculiar situation of an actor was distinguished. *Fletcher v. Montgomery*, 33 Beav. 22. In failing to distinguish between the purely incidental tortious element in breach of contract and a uniquely valuable consideration, the court unfortunately contradicted the good precedents it admits as law, and, in an important case, drew the line on the wrong side.

ELECTIONS — INELIGIBILITY OF CANDIDATE RECEIVING HIGHEST VOTE — NOTICE TO ELECTORS. — The Direct Primary Law provided that no candidate who failed to receive the highest number of votes for the nomination of the political party with which he was affiliated thirty-five days before election should be entitled to be the candidate of any other political party. (1917 CAL. STATS. 1356). The candidate in question failed to receive the highest number of votes as candidate for Republican nominee, but did receive the highest number of votes as candidate for Democratic nominee. *Held*, that there was no nomination by the Democratic party. *Heney v. Jordan*, 175 Pac. 402 (Cal.).

The English and American authorities are agreed that if the candidate at an election who receives the highest number of votes is ineligible, and his ineligibility is not known to the voters at the time of casting their votes, such votes are not considered as nullities, but are effective to prevent the election of the candidate receiving the next highest number. *The King v. Bridge*, 1 M. & S. 76; *The Queen v. Hiorns* 7, A. & E. 960; *State ex rel. Goodell v. McGeary*, 69 Vt. 461, 38 Atl. 165; *Heald v. Payson*, 110 Me. 204, 85